

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

CHRISTOPHER DAVID DRAKE,

Plaintiff,

v.

CONTINENTAL FINANCE COMPANY,
LLC,

Defendant.

Case No.1:17-cv-01765

Honorable Edmond E. Chang

**PLAINTIFF’S MOTION FOR DEFAULT JUDGMENT AGAINST
CONTINENTAL FINANCE COMPANY, LLC ON A SUM CERTAIN**

NOW comes CHRISTOPHER DAVID DRAKE (“Plaintiff”), by and through his attorneys, Sulaiman Law Group, Ltd. (“Sulaiman”) and pursuant to Rule 55(b)(2) of the Federal Rules of Civil Procedure, requesting that this Honorable Court enter a Default Judgment against CONTINENTAL FINANCE COMPANY, LLC (“Defendant”) and in support thereof, stating as follows:

1. On March 6, 2017, Plaintiff filed his Complaint for Relief Pursuant to the Telephone Consumer Protection Act (“TCPA”) against Defendant. The basis of Plaintiff’s Complaint is that Defendant violated the TCPA and the Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”) through its collection activities. Chiefly, Plaintiff alleges that Defendant made impermissible phone calls to Plaintiff’s cellular phone using an Automated Telephone Dialing System (“ATDS”) without Plaintiff’s permission. Any consent that Plaintiff *may* have given to receive calls from Defendant through means of an ATDS was explicitly rescinded by multiple demands to cease contact.

2. On March 9, 2016, Chris Lattmann, a process server, effectuated service on Defendant through Steve McSorley, who is President of Defendant.

3. On March 15, 2017, the undersigned counsel received a phone call and follow-up email from Lamiaa E. Elfar (“Elfar”), Esq., general counsel for Defendant. Elfar indicated that Defendant was aware of the instant proceedings.

4. On March 30, 2017, Defendant’s time to answer or otherwise plead elapsed.

5. The undersigned counsel has, on several occasions, informed Elfar of Defendant’s default and Plaintiff’s intention to move forward.

6. On April 17, 2017, after Defendant failed to answer or otherwise plead, Plaintiff caused to be filed a Motion for Entry of Default. Attached to the Motion for Entry of Default was an affidavit signed by the undersigned counsel, attesting that service had properly been effectuated and Defendant was not in member of a protected category. A copy of Plaintiff’s Motion for Entry of Default was mailed to Defendant and emailed to Elfar who acknowledged receipt.

7. On April 25 2017, this Honorable Court granted an Entry of Default against Defendant.

8. Having gained an Entry of Default against Defendant, Plaintiff now moves this Honorable Court to enter a Default Judgment against Defendant and in favor of Plaintiff.

9. Defendant, through its general counsel, is acutely aware of the instant proceedings and has willfully chosen not to formally enter the case.

10. Plaintiff seeks statutory damages pursuant to 47 U.S.C. §§227(b)(3)(B) and payment of his costs and reasonable attorney fees pursuant to 815 ILCS 505/10a(c).

STATUTORY DAMAGES

11. Plaintiff seeks statutory damages of at least \$500.00 per phone call and text pursuant to 47 U.S.C. §227(b)(3)(B) of the TCPA.

12. While Plaintiff does not have an exact number of calls placed to him from Defendant after telling it to stop, he can substantiate *at least* 40 calls.

13. At minimum, Plaintiff is entitled to \$20,000.00 (40 calls times \$500.00 per occurrence) in statutory damages under the TCPA.

ATTORNEY FEES AND COSTS

14. Plaintiff seeks \$4,647.50 in reasonable attorney fees and costs pursuant to 815 ILCS 505/10a(c). *See* attached Exhibit A is a true and correct itemization of Plaintiff's reasonable attorney fees and costs and attached Exhibit B is a true and correct copy of an affidavit endorsed by the undersigned.

WHEREFORE, Plaintiff, CHRISTOPHER DAVID DRAKE, respectfully requests that this Honorable Court enter judgment in his favor as follows:

- a. Entering a Default Judgment against CONTINENTAL FINANCE COMPANY, LLC and in favor of Plaintiff;
- b. Awarding Plaintiff statutory damages of \$20,000.00 pursuant to 47 U.S.C. §227(b)(3)(B) against CONTINENTAL FINANCE COMPANY, LLC and in favor of Plaintiff;
- c. Awarding Plaintiff \$4,647.50 in costs and attorney fees against CONTINENTAL FINANCE COMPANY, LLC and in favor of Plaintiff;
- d. Allowing judgment interest to be added; and
- e. Awarding any other relief as this Honorable Court deems just and appropriate.

Dated: May 15, 2017

Respectfully submitted,

s/ Nathan C. Volheim
Nathan C. Volheim, Esq. #6302103
Counsel for Plaintiff
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CERTIFICATE OF SERVICE

The undersigned, one of the attorneys for Plaintiff, certifies that May 15, 2017, he caused a copy of the foregoing PLAINTIFF'S MOTION FOR DEFAULT JUDGMENT AGAINST CONTINENTAL FINANCE COMPANY, LLC ON A SUM CERTAIN, to be served by U.S. mail, postage prepaid, and via email on:

Continental Finance Company, LLC
c/o Registered Agent
Lamiaa E. Elfar, Esq.
121 Continental Drive, Suite 108
Newark, Delaware 19713
lelfar@contfinco.com

s/ Nathan C. Volheim
Nathan C. Volheim, Esq.
Counsel for Plaintiff
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